



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code RBFCONS293	<input type="checkbox"/> I.	Dept.	Contract Number 02-103 A-1		
County Department LAND USE SERVICES DEPARTMENT		Dept. ADV	Orgn. ADV	Contractor's License No.		
County Department Contract Representative Matthew W. Slowik		Telephone 74372		Total Contract Amount \$ 236,860		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other						
If not encumbered or revenue Contract type, provide reason: _____						
Commodity Code		Contract Start Date	Contract End Date	Original Amount \$ 202,905	Amendment Amount 33,955	
Fund AAA	Dept. ADV	Organization ADV	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 11076ER1	Amount \$ 236.860
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Mooncamp Development Project EIR			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			01-02	\$ 67,635		
			02-03	\$ 40,581		
			03-04	\$ 128,644		

THIS Contract is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name RBF Consulting Services Hereinafter called "Consultant"
Address 14725 Alton Parkway
Irvine, CA 92618
Telephone (949) 472-3505 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County and Consultant/Contractor have previously entered into an Agreement, Contract No. 02-103, wherein the Consultant/Contractor agreed to prepare an Environmental Impact Report and a Mitigation Monitoring and Reporting Program; and,

WHEREAS, the County and Consultant/Contractor now desire to amend the Agreement.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Agreement, Contract No. 02-103, is amended as follows:

1. DELETE existing Paragraph five (5) and Attachment 2 (Cost Of Services) relating thereto, and SUBSTITUTE therefor the following as a new Paragraph five (5), "As total consideration for performing all the duties of this Contract, for all costs,

expenses and obligations incurred by Consultant, County shall pay Consultant a sum not to exceed \$236,860. The project cost is itemized in Attachment 2, Budget. This sum is to be paid as follows: 1/3 of said sum (\$67,635) to commence work [NOTE: This sum has already been paid], 20% of original budget (\$40,581) upon approval of this contract amendment #1, 20% of original budget (\$40,581) upon delivery of the Draft EIR, 20% of original budget (\$40,581) upon completion of Response to Comments/delivery of the Final EIR, and the balance of the original budget plus the balance amount of Amendment #1 (\$47,482) upon completion of the Final EIR Certification. In the event of a conflict between the main body of this Contract and Attachment 2, Budget, the main body of this Contract shall control", and SUBSTITUTE the attached as a new Attachment 2 (Budget) relating thereto.

2. DELETE existing Paragraph eight (8) and substitute therefor the following as a new Paragraph eight (8), "The EIR shall be prepared in conformance with the Scope of Services set forth in Attachment 1 of the original Contract, and in conformance with the Scope of Services set forth in Attachment 1 of this Amendment No. 1 to the Contract, which are incorporated herein and made part of this Contract by reference".

3. CHANGE that portion of Paragraph eighteen (18) which now reads,
 "...TRACY CREASON, Senior Associate Planner
 LAND USE SERVICES DEPARTMENT, ADVANCE PLANNING DIVISION
 385 N. ARROWHEAD AVENUE, THIRD FLOOR
 SAN BERNARDINO, CA 92415-0182.",

To read,

 "...MATTHEW W. SLOWIK, Senior Associate Planner
 LAND USE SERVICES DEPARTMENT, ADVANCE PLANNING DIVISION
 385 N. ARROWHEAD AVENUE, FIRST FLOOR
 SAN BERNARDINO, CA 92415-0182.".

4. DELETE existing Paragraph thirty-one (31), and SUBSTITUTE therefor the following as a new Paragraph thirty-one (31), "MATERIAL MISREPRESENTATION: If during the course of the administration of this Contract, the County determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.".
5. ADD Paragraph thirty-eight (38) which shall read as follows: "VENUE. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.".
6. ADD Paragraph thirty-nine (39) which shall read as follows: "EXHIBITS. All exhibits or attachments referred to are attached to this Contract and incorporated by reference.".
7. All other provisions and terms of the Agreement, Contract No. 02-103, shall remain the same and are hereby incorporated by reference.
8. This Amendment shall be effective when approved by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first written herein.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

RBF Consulting
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Gary Armstrong, AICP
(Print or type name of person signing Contract)

Title Senior Vice President & Principal-In-Charge
(Print or Type)

Dated: _____

Address 14725 Alton Parkway
Irvine, CA 92618

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for signature

►
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database <input type="checkbox"/> FAS	
Input Date	Keyed By

Page ____ of ____

ATTACHMENT 1

SCOPE OF SERVICES

(FOR AMENDMENT NO. 1)

RBF Consulting has submitted this Contract Amendment No. 1 for work items not accounted for in our current Agreement (Contract Number 02-103) for the Moon Camp TT #16136 Environmental Impact Report (EIR) Work Program. The Amendment is based upon the total costs to date as of March 17, 2003. The Amendment covers costs for traffic study revisions, additional air and noise modeling, the water resources analysis, preparation of the Preliminary Draft EIR, coordination, meetings and document printing. The following is a summary of factors associated with this request:

1. Traffic Analysis. The Traffic Study has involved several iterations and has required extensive consultation and advisement involving the Applicant's traffic consultant, Kunzman Associates. Most recently, Kunzman Associates was directed by the County of San Bernardino to modify buildout year growth rate assumption and methodology. Also, extensive review of appropriate mitigation criteria and determination of agency's that have oversight of the affected roadway/intersections (County of San Bernardino, Caltrans and City of Big Bear Lake) has further exacerbated the budget exceedance. Kunzman Associates recently resubmitted the revised Traffic Study which has required a comprehensive review of revisions in the EIR traffic and circulation section. The estimated additional cost is \$4,500.
2. Air Quality. Based upon changes to the traffic rates in the Kunzman Report, the long-term buildout analysis modeling will need to be recalculated. Based upon the model output, the technical analysis will need to be confirmed for accuracy. The estimated additional cost is \$2,200.
3. Noise. As with Air Quality, based upon the traffic rates in the Kunzman Report, the long-term buildout analysis modeling will need to be recalculated. Based upon the model output, the technical analysis will need to be confirmed for accuracy. The estimated additional cost is \$2,400.
4. Water Resources. The evaluation for water service and availability is requiring a substantially greater effort than originally anticipated. Cost overruns have been incurred and greater work is required. This is due in part to the uncertainties of water services, availability and the amount of consultation and research required to full ascertain the disposition of the issue. On-going research and consultations involve the County Fire Department, Big Bear Lake DWP and LAFCO. The additional estimated cost to cover the task is \$4,000 and accounts for research, consultations and necessary meeting time.
5. Preliminary Draft EIR. Additional work beyond initial edits/comments from County Staff for the Administrative Draft EIR will result in a budget exceedance. This is primarily related to additional work on the Land Use (incorporation of standard conditions), Aesthetics (incorporating design review criteria for individual housing unit development), Recreation (further research/analysis for the Alpine Pedal Path) and Alternatives (based upon layout drawing to be provided by Applicant) sections. The estimated additional cost is \$2,500.
6. Coordination and Meetings. Coordination – The level of analysis and nature of controversy associated with the project has and will continue to require greater time to conduct research, consult with applicable contacts on subject area and coordinate with County Staff and the Applicant's consultants (i.e., traffic, sewer). This coupled with the original anticipated time frame set forth in our Agreement (completed Final EIR by October, 2002), which will be exceeded, has and will affect our operating budget for the balance of the work program. Our Amendment request of \$5,500 reflects incurred additional coordination costs of \$2,500 and anticipated additional coordination costs of \$3,000 to Draft EIR completion.

Meeting Time – The allocation of meeting time for meetings with County Staff has been exhausted as of the March 4, 2003 meeting at the County offices. RBF has added three additional staff meetings to Task 5 and

assumes five hours per meeting at a rate of \$125 for project manager Glenn Lajoie. This assumes for preparation, attendance and follow-up to the meeting. The total estimate is \$1,875.

7. Printing Costs. Based upon the size of the Administrative Draft EIR and more notably the Appendices, the cost for printing has exceeded our original estimate. This will also affect printing for the Draft and Final documentation. The following is a breakdown of the original printing estimate for each iteration of the EIR and includes estimated cost per sets of documents (EIR and Appendices). The updated estimate also shows a per set total and total for each iteration:

II. TASK	Number of Sets	Cost Per Set	Revised Cost Per Set	Revised Total
Administrative Draft	4	\$50	\$110	\$440
Preliminary Draft	4	\$50	\$110	\$440
Draft	100	\$65	\$110	\$11,000
Final	100	\$65	\$125	\$12,500

The total for each of the tasks listed, under the original Agreement, is \$13,400. The revised estimate, which is based upon the Administrative Draft printing, is \$24,380 resulting in a difference of \$10,980, from the original Agreement.

Our funding request for Amendment No. 1 is \$33,955. This request does not account for any additional fluctuations that may occur in the Work Program through the remainder of the project.

ATTACHMENT 2

BUDGET

(CONTRACT 02-103A-1)

Task	Original Budget	Costs to Date	Out of Scope	Revised Cost
Research and Investigation	\$720	\$720	-	\$720
Agency Consultation	\$230	\$230	-	\$230
Field Reconnaissance	\$720	\$720	-	\$720
Introduction and Purpose	\$570	\$570	-	\$570
Executive Summary	\$570	\$0	-	\$570
Project Description	\$2,070	\$2,070	-	\$2,070
Cumulative Projects Considered	\$310	\$310	-	\$310
Land Use Planning	\$2,440	\$2,440	-	\$2,440
Recreation	\$1,760	\$1,760	-	\$1,760
Population and Housing	\$1,760	\$1,760	-	\$1,760
Aesthetics/Light and Glare	\$2,180	\$2,180	-	\$2,180
View Simulations	\$10,800	\$10,800	-	\$10,800
Traffic and Circulation	\$8,130	\$8,130	\$4,500	\$12,630
Air Quality	\$4,830	\$4,830	\$2,200	\$7,030
Noise	\$4,830	\$4,830	\$2,400	\$7,230
Biological Resources	\$50,090	\$50,090	-	\$50,090
Cultural Resources	\$5,040	\$5,040	-	\$5,040
Geology and Soils	\$24,270	\$24,270	-	\$24,270
Hydrology and Drainage	\$16,835	\$16,835	-	\$16,835
Public Health and Safety	\$1,400	\$1,400	-	\$1,400
Public Utilities	\$2,830	\$2,830	\$4,000	\$6,830
Growth Inducement	\$680	\$680	-	\$680
Cumulative Impacts	\$1,730	\$1,730	-	\$1,730
Alternatives	\$2,950	\$2,950	-	\$2,950
Additional Sections	\$880	\$880	-	\$880
Graphics	\$1,310	\$1,310	-	\$1,310
Deliverables	\$200	\$200	\$240	\$440
Preliminary Draft EIR	\$5,310	\$4,000	\$2,500	\$7,810
Deliverables	\$200	\$0	\$240	\$440
Completion of Draft EIR	\$2,120	\$0	-	\$2,120
Deliverables	\$6,500	\$0	\$4,500	\$11,000
Response to Comments	\$7,600	\$0	-	\$7,600
Deliverables	\$200	\$0	-	\$200
Final EIR	\$1,650	\$0	-	\$1,650
Deliverables	\$6,500	\$0	\$6,000	\$12,500
Mitigation Monitoring	\$1,140	\$0	-	\$1,140
Deliverables	\$200	\$0	-	\$200
Coordination and Meetings	\$14,950	\$10,500	\$7,375	\$22,325
Optional Eagle Surveys	\$6,400	\$6,400	-	\$6,400
Totals	\$202,905	\$170,465	\$33,955	\$236,860